

Exhibit B

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9/12/2017 9:31 AM
2017-L-005811
CALENDAR: X
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CIRCUIT COURT OF
COOK COUNTY, ILLINOIS
LAW DIVISION
CLERK DOROTHY BROWN

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

JOHN BARANYAI,

Plaintiff,

v.

CRICKET WIRELESS, LLC d/b/a
CRICKET WIRELESS ILLINOIS, LLC,
a foreign corporation,

Defendant.

No. 2017 L 5811

PLAINTIFF'S FIRST AMENDED COMPLAINT AT LAW

NOW COMES Plaintiff, JOHN BARANYAI, by and through his attorneys, McDEVITT LAW OFFICES, P.C., and in support of his Complaint at Law against Defendant, CRICKET WIRELESS, LLC d/b/a CRICKET WIRELESS ILLINOIS, LLC, a foreign corporation (hereinafter "CRICKET WIRELESS") hereby states as follows:

1. That on January 19, 2016, Plaintiff, JOHN BARANYAI was assigned by his employer to deconstruct a wireless antenna located on the roof of Leland Tower, a 22-story building located at 7 South Stolp Avenue, Aurora, Illinois.
2. That at all times herein relevant, Defendant, CRICKET WIRELESS was a foreign corporation in the business of providing cellular phone and network services.
3. That prior to January 19, 2016, Defendant, CRICKET WIRELESS, by and through its agents and/or employees, installed a wireless antenna for its cellular network on the roof of Leland Tower.
4. On January 19, 2016, Defendant, CRICKET WIRELESS owned, operated and maintained the wireless tower located on the roof of the building located at 7 South Stolp Avenue, Aurora, Illinois.

5. That prior to January 19, 2016, Defendant, CRICKET WIRELESS installed, operated and maintained wireless antennas for its cellular phone network on rooftops, cell towers and other locations throughout Cook County, Illinois.

6. That prior to January 19, 2016, a staircase and ladder had been installed by the agents or employees of CRICKET WIRELESS to provide access to the wireless antenna located on the roof of Leland Tower.

7. That prior to January 19, 2016, a platform with a partial guardrail had been installed around the wireless antenna referenced above by the agents and/or employees of Defendant, CRICKET WIRELESS.

8. The above-mentioned platform and partial guardrail included a gap so that the wireless antenna could be accessed for service or maintenance.

9. The gap in the guardrail referenced above did not include a door, chain or other mechanism to fully enclose the platform once the wireless antenna had been accessed and performed.

10. On January 19, 2016, JOHN BARANYAI was standing on the above-mentioned platform when he stepped back and fell through the gap in the guardrail at the ladder providing access to the wireless antenna he was working on.

11. That at all times herein relevant, it was the duty of the Defendant, CRICKET WIRELESS, by and through its agents and employees, to exercise reasonable care and caution in the installation, operation and maintenance of the wireless antenna located on the roof of the Leland Tower.

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12. That notwithstanding its duty as aforesaid, the Defendant, CRICKET WIRELESS, by and through its agents and employees, was then and there guilty of one or more or all of the following negligent acts or omissions to act:

- a. failed to properly enclose the platform;
- b. failed to install an appropriate guardrail;
- c. failed to install a chain that could be placed across the gap when the platform was in use;
- d. failed to provide a door, gate, chain or other mechanism to close the guardrail when the platform was in use;
- e. failed to warn of the gap in the guardrail.

13. That as a direct and proximate result of one or more or all of the aforesaid negligent acts or omissions, Plaintiff, JOHN BARANYAI, suffered serious personal injury, has and will in the future expend sums of money in an effort to obtain medical care and treatment, has and will in the future lose time from employment, has and will in the future experience pain, suffering, disability, and disfigurement as a result of the injuries suffered.

WHEREFORE, Plaintiff, JOHN BARANYAI, prays this Court to enter judgment in his favor and against Defendant, CRICKET WIRELESS, LLC d/b/a CRICKET WIRELESS ILLINOIS, LLC, a foreign corporation in a sum in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), plus costs..



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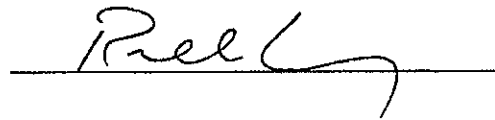
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AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222(B)

Pursuant to Supreme Court Rule 222(B), counsel for the above-named plaintiff certifies that plaintiff seeks money damages in excess of Fifty Thousand and 00/100ths Dollars (\$50,000.00).



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